

**APPROVAL OF PROVISION FOR AN ABOVE-50% VENDOR
TO PROVIDE INCENTIVE ITEMS**

ADDENDUM TO AGREEMENT BETWEEN

VENDOR CONTRACT IDENTIFICATION NUMBER

AND

**THE STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
WIC PROGRAM**

- RULE 1.** This Addendum is hereby incorporated into the above Agreement and shall allow the above-50% vendor to provide incentive items. Authorization to provide incentive items shall begin on the date the WIC Program signs the Addendum. The above-50% vendor is only authorized to provide approved incentive items for the duration of the Vendor Agreement contract period. An above-50% vendor is defined as a vendor that derives more than 50 percent of their annual food sales revenue from WIC food instruments excluding the revenue from fruits and vegetables food instruments, or a new vendor applicant who the Department determines is likely to meet the criteria.
- RULE 2.** Incentive items shall be of nominal value. Nominal value means the items shall have a wholesale cost of less than two dollars. The above-50% vendor shall only offer the allowable incentive items when the above-50% vendor can purchase the incentive items from a wholesaler at a cost of less than two dollars.
- RULE 3.** Approved incentive items shall include one or any combination of the following; as long as the combined total value is less than two dollars:
- (1) Prepackaged fresh fruit and vegetables, purchased from a wholesaler.
 - (2) 14-ounce to 16-ounce cans of any brand or variety of mature beans, mature peas, or lentils, purchased from a wholesaler.
 - (3) Any variety of prepackaged uncooked, plain, dried, mature beans, peas, or lentils purchased from a wholesaler.
 - (4) Commercially made, prepackaged, 100 percent corn tortillas, purchased from a wholesaler.
 - (5) Commercially made, prepackaged, 100% whole wheat bread, purchased from a wholesaler. Package must state "100% Whole Wheat" on the front label.
 - (6) 5- or 6-ounce cans of chunk light, water-packed tuna purchased from a wholesaler.
 - (7) WIC Authorized foods offered as part of a taste testing sample to a participant family.

- RULE 4.** The above-50% vendor may offer, no more than once per calendar day, approved incentive items to a participant family, as defined in Section 40629. The total wholesale cost of the approved incentive items given to a participant family on one calendar day shall be less than two dollars.
- RULE 5.** The above-50% vendor shall provide approved incentive items to a participant only at the time of the food instrument transaction.
- RULE 6.** The above-50% vendor shall not discriminate against a participant with regard to any restrictions on incentive items and shall not provide different incentives to other customers.
- RULE 7.** The above-50% vendor shall not offer to a participant any services except assisting the participant with obtaining items from shelves or display cases, bagging purchased items, or assisting participants with packages to their vehicle.
- RULE 8.** The above-50% vendor shall not offer any services which result in a conflict of interest or the appearance of such conflict of interest, such as assistance with applying for WIC benefits, pursuant to 7CFR246.12(g)(3)(iv)(B)(4) or as subsequently renumbered. These services include, but are not limited to providing information on WIC Program eligibility criteria or benefits or participating in WIC Program participant outreach events.
- RULE 9.** The above-50% vendors are prohibited from providing to customers anything made available in a public area as a complimentary gift which may be consumed or taken without charge, pursuant to 7CFR246.12(g)(3)(iv)(B)(4) or as subsequently renumbered. These items do not need to include the vendor's store name, logo, location, or other identifying information in order to be a prohibited item.
- RULE 10.** The above-50% vendor shall not collect any personal information from the participant in order to receive an incentive item. Personal information means information that identifies or describes a participant such as: name; address; telephone number; social security number; driver's license; physical description; education; financial information; employment history; medical history; and WIC Program appointment information. Personal information does not include the identification provided by the WIC Program to the participant that identifies them as a participant.
- RULE 11.** The above-50% vendor shall maintain the invoice for each incentive item offered for a period of three years from the date of purchase. Each invoice shall indicate the specific incentive items purchased; the quantity of the incentive items purchased; the purchase price by unit of the incentive items purchased; and the total purchase price of the incentive items purchased. Each invoice shall include the name, address and telephone number of the wholesaler; the name and address of the above-50% vendor; and the date when the above-50% vendor took delivery of the incentive items.
- RULE 12.** The above-50% vendor acknowledges and agrees that the WIC Program shall monitor the above-50% vendor for adherence to this Addendum.
- RULE 13.** Upon request, the above-50% vendor shall provide invoices for incentive items to agents of the State, the WIC Program, and the Comptroller General of the United States.

RULE 14. Failure to comply with provisions of this Addendum shall result in termination of the Vendor Agreement.

RULE 15. The above-50% vendor has read, understands, and agrees to follow all the terms of this Vendor Agreement Addendum. The undersigned certifies that he/she has the full legal authority to bind the above-50% vendor in this Addendum.

Note: If the vendor is a partnership, the Vendor Agreement must be signed by all partners. If the vendor is a limited liability company or a corporation, the Vendor Agreement must be signed by two members/managers of the limited liability company or two officers of the corporation, if there is more than one officer.

Signature	Date Signed
Sole Owner	
Partner (All partners in the partnership agreement are required to sign)	
Partner	
Partner	
Partner	
Partner	
Partner	
Limited Liability Company (Two signatures required)	
Limited Liability Company	
Corporation (Two signatures required)	
Corporation	

STATE USE ONLY

Signature	Date Signed
Signature of Chief, WIC Program, or Designee	